



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Zhang v Ranson, 2023 ONLTB 61337

**Date:** 2023-09-12

**File Number:** LTB-L-047304-22

**In the matter of:** 38 WYNDCLIFF CRES  
NORTH YORK ON M4A2K1

**Between:** Yu ting Zhang and Gang Qiu Landlords

**And**

Robert Ranson and Crystal Richards Tenants

Yu ting Zhang and Gang Qiu (the 'Landlords') applied for an order to terminate the tenancy and evict Robert Ranson and Crystal Richards (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 29, 2023.

The Landlords and the Tenants attended the hearing.

**Determinations:**

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenants have paid \$900.00 to the Landlords since the application was filed.

6. At the hearing the parties agreed that the Tenants are entitled to a \$7,000.00 credit to compensate them for maintenance issues and work done by the Tenants up to the hearing date.
7. The rent arrears owing to August 31, 2023 are \$41,500.00.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$2,000.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$114.94 is owing to the Tenants for the period from May 2, 2016 to August 29, 2023.

#### Jurisdictional Limit of the Board

11. In order to void this order and save the tenancy, the Tenants must pay the entire outstanding amount of arrears, plus the Landlord's costs, plus any new rent that comes due prior to the payment being made.
12. If the Tenants do not void the order, the amount they must pay the Landlord is \$35,000.00 plus costs. While this amount is lower than the outstanding arrears, the Board's monetary jurisdiction pursuant to section 207(1) of the of the *Residential Tenancies Act*, 2006 is \$35,000.00
13. The Landlord was advised of the Board's monetary jurisdiction and that pursuant to section 207(3) of the Act an order from the Board will extinguish their right to claim the excess arrears over the Board's jurisdictional limit. The Landlord indicated that they wanted to proceed with their application.

#### Relief from Eviction

14. The Tenants request that relief from eviction be granted in the form of a repayment plan. The Tenants submit that they can pay \$3,000.00 - \$4,000.00 each month. The Tenant Robert Ranson ('R.R') testified that he went on medical leave from his job in May 2022. He was able to make some money from his sculpting work and has been on Ontario Works for the last 4-5 months. R.R also testified that he recently went back to work part time and will soon by starting full time work. He expects to make \$1,200.00 weekly before tax. R.R testified that he also has extra projects that come up that result in more income. The Tenant Crystal Richards ('C.R') testified that she makes approximately \$250.00 a week from her dog grooming business.
15. The Landlord is opposed to a repayment plan.
16. I do not think it would be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenants will abide by it. While R.R was only receiving limited income due

to a medical issue, the Tenants were still receiving some income during the period. Yet, since the application was filed the Tenants have only paid \$900.00 to the Landlord. The Tenants filed no supporting documentation regarding their income or about R.R returning to fulltime hours and what he will be making.

17. I also do not think it would be fair in the circumstances to impose a repayment plan because the outstanding arrears are already over the Board's jurisdictional limit. As such, any further non-payment of rent will result in non recoverable losses to the Landlord.
18. In the alternative to a payment plan, the Tenants request that the eviction be delayed by a few months for them to find alternative living arrangements. In addition to the Tenants, R.R has two children that stay in the rental unit on weekends. R.R is also receiving treatment for lung cancer.
19. The Landlord is opposed to any postponement of the eviction.
20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until September 30, 2023 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenants with time to find new living arrangements. However, I have declined to postpone the eviction any further than September 30, 2023 because the outstanding arrears are extremely high, already over the Board's jurisdiction, and the Landlord has been waiting for repayment for a significant period.

**It is ordered that:**

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
  - \$43,686.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after September 30, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 30, 2023.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlords \$35,186.00. This amount includes rent arrears owing up to the date of the hearing (up to the Board's monetary jurisdiction) and the cost of filing the application. The rent deposit and interest

the Landlords owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlords compensation of \$65.75 per day for the use of the unit starting August 30, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before September 23, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 24, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2023, then starting October 1, 2023, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after October 1, 2023.

**September 12, 2023**

**Date Issued**

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Amanda Kovats

Member, Landlords and Tenants Board

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 1, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2023**

Rent Owing To September 30, 2023	\$51,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$900.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$7,000.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$43,686.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$49,306.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$900.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$114.94
<b>Less</b> the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$7,000.00
<b>Total amount owing to the Landlords</b>	<b>Maximum monetary jurisdiction of \$35,186.00</b>
Plus daily compensation owing for each day of occupation starting August 30, 2023	\$65.75 (per day)

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